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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
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15 COLGEMS EMI MUSIC, INC.,)
16 WARNER BROS., INC., WB MUSIC)
17 CORP., UNIVERSAL POLYGRAM)
INTERNATIONAL PUBLISHING,)
INC.,)

18 Plaintiffs,)

19 v.)

20 MEDITERRANEAN GOURMET,)
21 INC., AND VITTORIO ROMEO,)

22 Defendants.)
23
24

Case No. 2:12-CV-05532-CBM-(JPRx)

CONSENT JUDGMENT [JS-6]

(17 U.S.C. §§ 101 *ET SEQ.*)

25 WHEREAS, plaintiffs Colgems EMI Music, Inc., Warner Bros., Inc., WB
26 Music Corp., and Universal Polygram International Publishing, Inc. ("Plaintiffs") are
27 owners of the copyrights in the musical compositions listed in Schedule A to
28

1 Plaintiffs' Complaint filed in this action and members of the American Society of
2 Composers, Authors and Publishers ("ASCAP"); and

3 WHEREAS, defendants Mediterranean Gourmet, Inc. and Vittorio Romeo
4 ("Defendants"), at the times of the infringing acts alleged in the Complaint, did own,
5 control, manage, operate, and maintain a place of business for public entertainment,
6 accommodation, amusement, and refreshment known as Romeo Cucina, located at
7 249 Broadway Street in Laguna Beach, in the State of California; and

8 WHEREAS, without authorization or consent, Defendants, on the dates
9 specified on Schedule A to the Complaint, publicly performed Plaintiffs' copyrighted
10 musical compositions at Romeo Cucina, located at 249 Broadway Street in Laguna
11 Beach, in the State of California for the entertainment and amusement of the patrons
12 attending said premises in violation of Plaintiffs' rights under 17 U.S.C. § 106(4), as
13 a remedy for which Plaintiffs are entitled to judgment against Defendants for willful
14 copyright infringement.

15 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
16 DECREED that:

17 1. (a) Upon the stipulated request of the parties, judgment is entered for
18 Plaintiffs and against Defendants on the claims set forth in Plaintiffs' Complaint in
19 the amount of Ten Thousand Dollars (\$10,000.00) (the "Consent Judgment
20 Amount"). Notwithstanding the foregoing, the parties have agreed that this Judgment
21 may be satisfied upon Defendants' payment of the sum of Seven Thousand Eight
22 Hundred Dollars (\$7,800.00) (the "Settlement Amount") as provided in Paragraph 2
23 below.

24 (b) The amount provided for in this Consent Judgment shall be in full
25 settlement of all claims against Defendants arising out of Plaintiffs' Complaint and all
26 other claims for copyright infringement arising out of unauthorized public performances
27 of ASCAP's members' musical works by Defendants and their successors, shareholders,
28 partners, officers, directors, predecessors, assigns, agents, and employees at Romeo

1 Cucina, located at 249 Broadway Street in Laguna Beach, in the State of California,
2 during all periods up to and including the date of entry of this Consent Judgment.

3 2. (a) Defendants shall pay the Settlement Amount by an initial payment
4 of Three Thousand Dollars (\$3,000.00) to be made as of the date of the
5 accompanying stipulation; and subsequent monthly installment payments of Two
6 Hundred Dollars (\$200.00) for twenty-four months to be made on the first of the
7 month beginning July 2013 and ending June 2015.

8 (b) Defendants shall make the payments provided for above in the
9 form of a certified, cashier's, bank, or corporate business check drawn on a California
10 bank, made payable to "ASCAP," and delivered to Amie L. Medley, Esq., at Arnold
11 & Porter LLP, 777 South Figueroa Street, 44th Floor, Los Angeles, California 90017,
12 or such other person as Plaintiffs' attorneys shall designate to receive such payments.

13 3. Contemporaneously with the filing of this Consent Judgment, ASCAP
14 shall offer to Defendants, and Defendants shall accept and execute, an ASCAP
15 General License Agreement for Romeo Cucina for the license term commencing
16 April 1, 2013 at the currently applicable annual license fee rate. License fees for the
17 license term of April 1, 2013 to March 31, 2014 are included in the Settlement
18 Amount provided for in paragraph 1(a); license fees for periods commencing April 1,
19 2014 shall be paid in accordance with the terms and conditions of such license
20 agreement.

21 4. In the event that Defendants fail to (i) make any of the payments
22 provided for in paragraph 2(a); or (ii) pay to ASCAP license fees when due for
23 periods beginning June 1, 2013, upon receipt by Defendants of written notice from
24 Plaintiffs or their undersigned attorneys of any such delinquency, Defendants shall
25 have ten (10) calendar days in which to cure such delinquency. If the delinquency is
26 not cured within such ten (10) day period, Defendants shall be obligated to pay the
27 full Consent Judgment amount of Ten Thousand Dollars (\$10,000.00), less any
28 payments previously made to Plaintiffs pursuant to paragraph 2 above. Such balance

1 shall be immediately due and payable, and execution therefor may issue forthwith
2 and without any further notice to Defendants.

3 5. Plaintiffs shall be granted all such writs and process as is necessary or
4 proper for the enforcement of this Consent Judgment.

5 6. Subject to the Court's continuing jurisdiction over the parties for
6 purposes of enforcement of this Consent Judgment, this action is dismissed.

7
8 **ORDER**

9 **IT IS SO ORDERED.**

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11 Dated: July 10, 2013

12 _____
13 Consuelo B. Marshall,
14 UNITED STATES DISTRICT JUDGE

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